

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
REGION 4—CENTRAL REGION
1234 EAST SHAW AVENUE
FRESNO, CALIFORNIA 93710



STREAMBED ALTERATION AGREEMENT
NOTIFICATION No. 1600-2013-0182-R4
UNNAMED TRIBUTARY TO CHORRO CREEK
SAN LUIS OBISPO COUNTY

KATHY MACNEILL
COUNTY OF SAN LUIS OBISPO
GENERAL SERVICES AGENCY FOR PROBATION DEPARTMENT
1087 SANTA ROSA STREET
SAN LUIS OBISPO, CALIFORNIA 93408

YOUTH OFFENDER REHABILITATION CENTER PROJECT

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (CDFW) and the County of San Luis Obispo (referred to as Permittee), as represented by Kathy MacNeill.

RECITALS

WHEREAS, pursuant to Fish and Game Code (FGC) section 1602, Permittee notified CDFW on October 16, 2013 that Permittee intends to complete the Project described herein.

WHEREAS, pursuant to FGC section 1603, CDFW has determined that the Project could substantially adversely affect existing fish or wildlife resources and has included measures in this Agreement necessary to protect those resources.

WHEREAS, Permittee has reviewed this Agreement and accepts its terms and conditions, including the measures to protect fish and wildlife resources.

NOW THEREFORE, Permittee agrees to complete the Project in accordance with this Agreement.

PROJECT LOCATION

The Project is located adjacent to the existing Juvenile Services Center within the County Operational Center complex, located at 1065 Kansas Avenue, San Luis Obispo, California 93405. The facility is located between Highway 1 to the north and an unnamed tributary to Chorro Creek to the south. The expansion will occupy vacant land to the west of the existing facility, and the new fire access lane will border the riparian habitat to the south of the new and existing facility. Coordinates for the Project site are Latitude 35° 19' 16.73" N, Longitude 120° 43' 09.03" W, within the northeast quarter of

Section 18, Range 12E, Township 30S of the "San Luis Obispo" U.S. Geological Survey (USGS) 7.5 Minute, MDB&M. The Project can be accessed by traveling approximately 3 miles northwest of the City of San Luis Obispo. The Project is within Assessor's Parcel Number 073-221-002.

PROJECT DESCRIPTION

The Project is a component of a larger effort to expand the existing Juvenile Services Center (JSC) by constructing three (3) new buildings, an outdoor recreational area, a covered canopy to connect buildings, modifications to existing perimeter security fencing, utility extensions, improvements to an existing emergency access lane, and construction of a bio-retention basin. Of those activities, the improvements to an existing emergency access lane, with the installation of associated security and safety improvements, will occur within CDFW jurisdiction at the boundary of the unnamed tributary and are authorized by this Agreement.

The existing emergency access lane runs in an east to west direction along the southern boundary of the existing JSC and will be widened to 20 feet and extended along the length of the Project area to connect the existing parking area on the east side of the facility to the frontage road that borders the north and west boundaries of the facility. Approximately 370 cubic yards of Class 2 base rock will be used in expanding the road. The length of the lane will be approximately 715 feet. To accommodate the width of the lane, riparian vegetation will be trimmed along the route, and one (1) willow tree (*Salix* spp.) that is 12 inches in diameter at breast height (DBH) will be removed. A 1-foot-high and 65-foot-long retaining wall will be installed at the approximate center of the route length on the south side of the emergency lane. In addition, four (4) fire hydrants and an associated water line will be installed along the north side of the lane, and eight (8) security lights will be installed along the south side of the emergency lane and will be installed on poles with concrete foundations. The lights will be fitted with shields to direct light downward and toward the facility, away from the riparian zone. Underground conduit for the lights and water line for the hydrants will be installed within the width of the emergency lane, which will be graded and surfaced with a permeable, all-weather gravel base.

A drainage swale will be constructed along the emergency lane on the north side of the lane, designed to capture storm runoff from the facility and to direct it towards the bio-retention basin at the swale's terminus. The bio-retention basin will be constructed in accordance with the California Stormwater Quality Association's (CASQA) guidelines as a low-impact development feature. The basin will extend 85 feet with a bottom width of 15 to 22 feet and a depth that varies from 12 inches to 18 inches, and is designed to hold approximately 1,200 cubic feet of water. Approximately 170 cubic yards of material will be displaced to construct the swale, with approximately 60 cubic yards to be used for the sides of the basin. The basin will be hydroseeded with a native species seed mix and will contain a filtration berm on its south edge designed to retain runoff during storm events. A 105-foot length of 6-inch diameter perforated polyvinyl chloride (PVC)

pipe underdrain and 20-foot length of 6-inch diameter perforated polyvinyl chloride (PVC) pipe underdrain buried in rock will be installed to allow water to seep through the basin and release at grade into a rip-rap energy-dissipating pad toward the unnamed tributary to Chorro Creek. Rip-rap will be composed of 5-pound to 25-pound angular rock, placed over an area 22 feet by 8 feet and 3 feet deep. All Project activities relating to the basin will be limited to upland areas. Water may be present in the unnamed tributary to Chorro Creek, but no work will be conducted within the wetted portion of the channel. All Project areas will be naturally dry.

The Landscape Site Plan submitted with the Notification will be implemented as specified. The Plan prescribes species and numbers of trees, shrubs, and ground covers to be installed following construction activities.

Equipment used will include grader, excavator, drill rig, compactor, water truck, loader, dump truck, concrete truck, backhoe, and miscellaneous contractor pickup trucks.

PROJECT IMPACTS

The Project spans an area of approximately 16,170 square feet, adjacent to the tributary to Chorro Creek, that is dominated by non-native grassland habitat with associated coastal scrub species. This Agreement is intended to avoid, minimize, and mitigate adverse impacts to the fish and wildlife resources that occupy the area of the unnamed tributary to Chorro Creek within the Project area, and the immediate adjacent riparian habitat. Absent implementation of the protective measures required by this Agreement, the following species and habitat types could potentially be impacted within the area covered by this Agreement: the Federally threatened and State species of special concern (SSC) California red-legged frog (*Rana draytonii*), the Federally threatened south central California coast steelhead (*Oncorhynchus mykiss*), and the SSC two-striped garter snake (*Thamnophis hammondi*) and Pacific pond turtle (*Actinemys marmorata*), as well as other birds, mammals, fish, reptiles, amphibians, invertebrates, and plants that comprise the local ecosystem. The California Natural Diversity Data Base (CNDDB) and other CDFW files and references contain information on species that could be subject to potential impacts generated from this Project.

MEASURES TO PROTECT FISH AND WILDLIFE RESOURCES

1. Administrative Measures

Permittee shall meet each administrative Protective Measure described below.

- 1.1 Documentation at Project Site. Permittee shall make this Agreement, any extensions and amendments to this Agreement, and all related notification materials and California Environmental Quality Act (CEQA) documents, readily available at the Project site at all times and shall be presented to CDFW personnel, or personnel from another State, Federal, or local agency upon request.

- 1.2 Providing Agreement to Persons at Project Site. Permittee shall provide copies of this Agreement and any extensions and amendments to this Agreement to all persons who will be working on the Project at the Project site on behalf of Permittee, including but not limited to contractors, subcontractors, inspectors, and monitors.
- 1.3 Notification of Conflicting Provisions. Permittee shall notify CDFW if Permittee determines or learns that a Protective Measure in this Agreement might conflict with a provision imposed on the Project by another local, State, or Federal agency. In that event, CDFW shall contact Permittee to resolve any conflict.
- 1.4 Project Site Entry. Permittee agrees that CDFW personnel may enter the Project site at any time to verify compliance with this Agreement.
- 1.5 Legal Obligations. This Agreement does not exempt Permittee from complying with all other applicable local, State, and Federal law, or other legal obligations.
- 1.6 Unauthorized Take. This Agreement does not authorize the "take" ("take" defined in FGC Section 86 as to hunt, pursue, catch, capture, or kill; or attempt to hunt, pursue, catch, capture, or kill) of State- or Federally-listed threatened or endangered species. Any such "take" shall require separate permitting as may be required.
- 1.7 Property Not Owned by Permittee. To the extent that the Protective Measures of this Agreement provide for activities that require Permittee to enter on another owner's property, they are agreed to with the understanding that Permittee possesses the legal right to so enter.
- 1.8 Construction/Work Schedule. Permittee shall submit a construction/work schedule to CDFW (mail or fax to (559) 243-4020, with reference to Agreement No. 1600-2013-0182-R4) prior to beginning any activities covered by this Agreement. Permittee shall also notify CDFW upon the completion of the activities covered by this Agreement.
- 1.9 Training. Prior to starting any activity within the stream, all workers shall receive training from Permittee, a qualified biologist, or an approved alternate trainer, on the contents of this Agreement, the resources at stake, and the legal consequences of non-compliance.

2. Avoidance and Minimization Measures

To avoid or minimize adverse impacts to fish and wildlife resources identified above, Permittee shall implement each Protective Measure listed below.

- 2.1 Construction/Work Hours. All non-emergency work activities during the construction phase shall be confined to daylight hours. For purposes of this Agreement, "daylight hours" are defined as that daytime period between sunrise and sunset.
- 2.2 Flagging/Fencing. Prior to any activity within the stream, Permittee shall identify the limits of the required access routes and encroachment into the stream. These "work area" limits shall be identified with brightly-colored flagging/fencing. Work completed under this Agreement shall be limited to this defined area only. Flagging/fencing shall be maintained in good repair for the duration of the Project. All CDFW jurisdictional areas beyond the identified work area limits shall be considered Environmentally Sensitive Areas (ESA) and shall not be disturbed.
- 2.3 Listed, Fully-Protected, and Special Status Species.
- (a) This Agreement does not authorize "take," or "incidental take," of any State- or Federally-listed threatened or endangered, or fully-protected species. Liability for any "take," or "incidental take," of such listed species remains the responsibility of Permittee for the duration of the Project.
 - (b) Permittee affirms that no "take" of listed species will occur as a result of this Project and will take prudent measures to ensure that all "take" is avoided. Permittee acknowledges that and understands that it does not have State "incidental take" authority. If any State- or Federally-listed threatened or endangered species occur within the proposed work area or could be impacted by the work proposed, and thus "taken" as a result of Project activities, Permittee is responsible for obtaining and complying with required State and Federally threatened and endangered species permits or other written authorization before proceeding with this Project.
 - (c) Permittee shall immediately notify CDFW of the discovery of any such threatened or endangered species prior to and/or during Project implementation.
 - (d) Prior to Project commencement, a qualified biologist shall conduct training sessions to familiarize all construction personnel with identification of the species listed in this Agreement, their habitat, general provisions and protections afforded by the Endangered Species Act, measures implemented to protect these species, and a review of the Project boundaries.
 - (e) California Red-Legged Frog: A qualified biologist shall conduct a nighttime visual encounter survey along the proposed route of the emergency access road and the unnamed tributary for California red-legged frogs, within 48 hours prior to Project commencement. If any red-legged frogs are found prior to the Project or at any time during Project activities, work shall cease until

CDFW and the U.S. Fish and Wildlife Service (USFWS) have been contacted and have given approval for work to continue. Permittee shall contact CDFW within 24 hours of any detection at (805) 594-6116. All survey results shall be reported within the Final Report.

- (f) Steelhead: No work shall occur in flowing or standing water.
- (g) Western Pond Turtle and Two-Striped Garter Snake: Any turtles or snakes discovered at the site immediately prior to or during Project activities shall be allowed to move out of the area on their own volition; if this is not feasible, they shall be captured by a qualified biologist who holds a Scientific Collecting Permit for the species, and relocated out of harm's way to the nearest suitable habitat immediately upstream or downstream from the Project site.
- (h) All trash shall be removed from the site daily to avoid attracting potential predators to the site. No pets shall be permitted to be at the site during Project activity.

2.4 Fish and Wildlife.

- (a) If any fish and wildlife is encountered during the course of Project-related activities, said fish and wildlife shall be allowed to leave the Project area unharmed.
- (b) Pursuant to FGC Sections 3503 and 3503.5, it is unlawful to "take," possess, or destroy the nest or eggs of any bird or bird-of-prey. To protect nesting birds, no construction shall be completed from March 1 through August 31 unless the following surveys are completed by a qualified biologist within 30 days prior to Project initiation.

Raptors: Survey for nesting activity of raptors within a 500-foot radius of the Project site. Surveys shall be conducted at appropriate nesting times and concentrate on mature trees. If any active nests are observed, these nests and nest trees shall be designated an ESA and protected by a 500-foot radius until the young have fledged and are no longer reliant on the nest tree or parental care.

Other Avian Species: Survey for nesting activity within a 250-foot radius of the Project boundaries. If any active nests are observed, these nests shall be designated an ESA and protected with a minimum 250-foot buffer until the young have fledged and are no longer reliant on the nest or parental care.

CDFW may consider variances from these buffers when there is a compelling biological or ecological reason to do so, such as when the Project area would be concealed from a nest site by topography.

2.5 Vegetation.

- (a) Trimming and clearing of vegetation shall be limited to the minimal amount necessary to complete the Project.
- (b) Permittee shall document the number and species of all woody-stemmed plants four (4) inches DBH or greater that are cut, chemically treated, or otherwise removed or are damaged during Project activities. Trees and shrubs with a DBH of four (4) inches or greater that are damaged or removed shall be replaced by replanting appropriate native species at a 3:1 ratio (replaced to lost), except that heritage trees 24 inches or greater shall require replanting of like species at a 10:1 ratio in or immediately adjacent to the Project site (see Compensatory Measure 3.1 Revegetation/Restoration).
- (c) Vegetation or material removed from the Project site shall be disposed of at an appropriate and legal off-site location where the material cannot enter the stream channel. No such material shall be stockpiled in the streambed, banks, or channel, except that native vegetation removed from the channel may be chipped and the chips used as mulch for disturbed soil sites in or near the Project area.
- (d) All disturbed invasive exotic plant species shall be removed from the Project site. Any Vinca, Cape or German ivy, Castor bean, Arundo, or other exotic plant species shall be bagged and disposed of appropriately. Exotic species shall not be used in mulching, composting, or otherwise placed in or around the Project site without written CDFW approval.
- (e) Heavy equipment and other machinery shall be inspected for the presence of undesirable species and cleaned prior to on-site use to reduce the risk of introducing exotic plant species into the Project site.

2.6 Vehicles.

- (a) Vehicles shall not operate in the wetted portion of the channel at any time.
- (b) Any equipment or vehicles driven and/or operated adjacent to the stream shall be checked and maintained daily to prevent leaks of materials that, if introduced to water, could be deleterious to aquatic and terrestrial life.
- (c) Staging and storage areas for equipment, materials, fuels, lubricants, and solvents shall be located outside of the stream channel and banks. Stationary equipment such as motors, pumps, generators, compressors and welders, located within or adjacent to the stream, shall be positioned over drip-pans. Vehicles shall be moved away from the stream prior to refueling and lubrication.

2.7 Structures.

- (a) Permittee confirms that any and all structures and constructed features shall be properly aligned and otherwise engineered, installed, and maintained, to assure resistance to washout, and to erosion of the stream bed, stream banks and/or fill and that they will not cause long-term changes in water flows that adversely modify the existing upstream or downstream stream bed/bank contours or increase sediment deposition.
- (b) For the bio-retention basin, Permittee shall submit bio-retention basin Design Plans, including the plant palette, to CDFW for written approval at least 30 days prior to commencement of the proposed work. Work shall not commence until the Design Plans have been approved in writing by CDFW.

2.8 Fill/Spoil.

- (a) Spoil storage sites shall not be located within the stream, or where spoil will be washed into the stream. Rock, gravel, and/or other materials shall not be imported into or moved within the bed or banks of the stream, except as otherwise addressed in this Agreement.
- (b) Fill shall be limited to the minimal amount necessary to accomplish the agreed activities. Excess fill material shall be moved off-site at Project completion.

2.9 Erosion.

- (a) No work within the banks of the stream shall be conducted during or within 24 hours following significant rainfall events (one-quarter of 1-inch in any 24-hour period) or when water is present within the channel.
- (b) All disturbed soils within the Project site shall be stabilized to reduce erosion potential, both during and following construction. Temporary erosion control devices, such as straw bales, silt fencing, and sand bags, may be used, as appropriate, to prevent siltation of the stream. To minimize the risk of ensnaring and strangling wildlife, coir rolls, erosion control mats or blankets, straw or fiber wattles, or similar erosion control products shall be composed entirely of natural-fiber, biodegradable materials. Permittee shall not use "photodegradable" or other plastic erosion control materials.
- (c) Permittee's ability to minimize siltation shall be the subject of preconstruction planning and feature implementation. Precautions to minimize siltation may require that the work site be isolated so that silt or other deleterious materials are not allowed to pass to downstream reaches. The placement of any structure or materials in the stream for this purpose, not included in the

original Project description, shall be coordinated with CDFW. If it is determined that silt levels resulting from Project-related activities constitute a threat to aquatic life, activities associated with the siltation shall be halted until effective CDFW-approved control devices are installed, or abatement procedures are initiated.

2.10 Pollution.

- (a) During Project implementation, Permittee shall not dump any litter or construction debris within the stream zone. All such debris and waste shall be picked up daily and properly disposed of at an appropriate site.
- (b) Raw cement, concrete or washings thereof, asphalt, paint or other coating material, oil or other petroleum products, or any other substances that could be hazardous to fish or wildlife resulting from Project-related activities, shall be prevented from contaminating the soil and/or entering "Waters of the State".
- (c) Permittee and all contractors shall be subject to the water pollution regulations found in FGC sections 5650 and 12015.
- (d) In the event that a spill occurs, all Project activities shall immediately cease until cleanup of the spilled materials is completed. CDFW shall be notified immediately by Permittee of any spills and shall be consulted regarding cleanup procedures.
- (e) All Project-generated debris, building materials, and rubbish shall be removed from the stream and from areas where such materials could be washed into the stream.

3. **Compensatory Measures**

To compensate for adverse impacts to fish and wildlife resources identified above that cannot be avoided or minimized, Permittee shall implement each Protective Measure listed below.

3.1 Revegetation/Restoration.

- (a) The Landscape Site Plan (Plan) that was submitted with the Notification includes plantings of Arroyo willow (*Salix lasiolepis*). Willow plantings in the Plan shall be planted to meet the replanting requirement described in Avoidance and Minimization Measure 2.5(b) above. Permittee shall monitoring plantings and maintenance including provide supplemental irrigation for a maximum of three years following planting and allow a minimum of two year without irrigation, to reach a minimum 70 percent willow planting survival after five (5) years. Permittee shall submit annual reporting

by December 31 each year that indicates the status of tree establishment, documents any problems with tree establishment, and any proposes remedial actions to be taken in the following year in order to meet the success criterion above. CDFW will provide written concurrence when willow plantings are successfully established.

- (b) For any exposed slopes or exposed areas on the stream banks caused by Project Activities, these areas shall be seeded (with weed-free straw or mulch) with a blend of a minimum of three (3) locally native grass species. One (1) or two (2) sterile non-native perennial grass species may be added to the seed mix provided that amount does not exceed 25 percent of the total seed mix by count. Locally native wildflower and/or shrub seeds may also be included in the seed mix. The seeding shall be completed as soon as possible, but no later than November 15 of the year construction ends. A seed mixture shall be submitted to CDFW for approval prior to application. At the discretion of CDFW, all exposed areas where seeding is considered unsuccessful after 90 days shall receive appropriate soil preparation and a second application of seeding, straw, or mulch as soon as is practical on a date mutually agreed upon.
- (c) Where suitable vegetation cannot be reasonably expected to become established, non-erodible materials shall be used for such stabilization. Any installation of non-erodible materials not described in the original Project description shall be coordinated with CDFW. Coordination may include the negotiation of additional Protective Measures for this activity.

4. Reporting Measures

Permittee shall meet each reporting requirement described below.

4.1 Obligations of Permittee.

- (a) Permittee shall have primary responsibility for monitoring compliance with all Protective Measures in this Agreement. Protective Measures shall be implemented within the time periods indicated in this Agreement and the reporting program described below.
- (b) Permittee (or Permittee's designee) shall ensure the implementation of the Protective Measures of this Agreement, and shall monitor the effectiveness of the Protective Measures.

4.2 Reports. Permittee shall submit the following Reports to CDFW:

- Construction/work schedule, submitted to CDFW prior to initiating Project activity (Administrative Measure 1.8).

- Results of surveys for California red-legged frog, submitted to CDFW within one (1) week after survey completion (Avoidance and Minimization Measure 2.3(e)).
- Results of surveys for nesting birds if Project activities occur during the avian nesting season, submitted to CDFW at least one (1) week prior to commencing Project activities (Avoidance and Minimization Measure 2.4(b)).
- Documentation of the number and species of all riparian woody-stemmed plants in excess of four (4) inches DBH that are cut or removed during Project activities (Avoidance and Minimization Measure 2.5(b)).
- Annual reports for a minimum of five years following the planting of replacement willows, submitted to CDFW by December 31 each year. (Compensatory Measure 3.1(a)).
- A seed mixture to be used to control erosion, submitted to CDFW for approval prior to application (Compensatory Measure 3.1(b)).
- A Final Project Report to be submitted within 30 days after the Project is completed. The final report shall summarize the Project, and address the implementation of each Protective Measure included in this Agreement. "Before and after" photo documentation of the Project site shall be included in the report.

CONTACT INFORMATION

Any communication that Permittee or CDFW submits to the other shall be in writing and any communication or documentation shall be delivered to the address below by U.S. mail, fax, or email, or to such other address as Permittee or CDFW specifies by written notice to the other.

To Permittee:

Kathy MacNeill
County of San Luis Obispo General Services Agency for Probation Department
1087 Santa Rosa Street
San Luis Obispo, California 93408
(805) 781-5200
kmacneill@co.slo.ca.us

To CDFW:

California Department of Fish and Wildlife
Region 4 – Central Region
1234 East Shaw Avenue
Fresno, California 93710
Attn: Lake and Streambed Alteration Program
Phone: (559) 243-4593
Fax: (559) 243-4020

LIABILITY

Permittee shall be solely liable for any violations of this Agreement, whether committed by Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents or contractors and subcontractors, to complete the Project or any activity related to it that this Agreement authorizes.

This Agreement does not constitute CDFW's endorsement of, or require Permittee to proceed with the Project. The decision to proceed with the Project is Permittee's alone.

SUSPENSION AND REVOCATION

CDFW may suspend or revoke in its entirety this Agreement if it determines that Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, is not in compliance with this Agreement.

Before CDFW suspends or revokes this Agreement, it shall provide Permittee written notice by certified or registered mail that it intends to suspend or revoke. The notice shall state the reason(s) for the proposed suspension or revocation, provide Permittee an opportunity to correct any deficiency before CDFW suspends or revokes this Agreement, and include instructions to Permittee, if necessary, including but not limited to a directive to immediately cease the specific activity or activities that caused CDFW to issue the notice.

ENFORCEMENT

Nothing in this Agreement precludes CDFW from pursuing an enforcement action against Permittee instead of, or in addition to, suspending or revoking this Agreement.

Nothing in this Agreement limits or otherwise affects CDFW's enforcement authority or that of its enforcement personnel.

OTHER LEGAL OBLIGATIONS

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from obtaining any other permits or authorizations that might be required under other Federal, State, or local laws or regulations before beginning the Project or an activity related to it.

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from complying with other applicable statutes in the FGC including, but not limited to, FGC sections 2050 *et seq.* (threatened and endangered species), 3503 (bird nests and eggs), 3503.5 (birds of prey), 5650 (water pollution), 5652 (refuse disposal into water), 5901 (fish passage), 5937 (sufficient water for fish), and 5948 (obstruction of stream).

Nothing in this Agreement authorizes Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, to trespass.

AMENDMENT

CDFW may amend this Agreement at any time during its term if CDFW determines the amendment is necessary to protect an existing fish or wildlife resource.

Permittee may amend this Agreement at any time during its term, provided the amendment is mutually agreed to in writing by CDFW and Permittee. To request an amendment, Permittee shall submit to CDFW a completed CDFW "Request to Amend Lake or Streambed Alteration" form and include with the completed form payment of the corresponding amendment fee identified in CDFW's current fee schedule (see Cal. Code Regs., Title 14, § 699.5).

TRANSFER AND ASSIGNMENT

This Agreement may not be transferred or assigned to another entity, and any purported transfer or assignment of this Agreement to another entity shall not be valid or effective, unless the transfer or assignment is requested by Permittee in writing, as specified below, and thereafter CDFW approves the transfer or assignment in writing.

The transfer or assignment of this Agreement to another entity shall constitute a minor amendment, and therefore to request a transfer or assignment, Permittee shall submit to CDFW a completed CDFW "Request to Amend Lake or Streambed Alteration" form and include with the completed form payment of the minor amendment fee identified in CDFW's current fee schedule (see Cal. Code Regs., Title 14, § 699.5).

EXTENSIONS

In accordance with FGC section 1605(b), Permittee may request one (1) extension of this Agreement, provided the request is made prior to the expiration of this Agreement's term. To request an extension, Permittee shall submit to CDFW a completed CDFW "Request to Extend Lake or Streambed Alteration" form and include with the completed form payment of the extension fee identified in CDFW's current fee schedule (see Cal. Code Regs., Title 14, § 699.5). CDFW shall process the extension request in accordance with FGC 1605(b) through (e).

If Permittee fails to submit a request to extend this Agreement prior to its expiration, Permittee must submit a new notification and notification fee before beginning or continuing the Project this Agreement covers (FGC section 1605(f)).

EFFECTIVE DATE

This Agreement becomes effective on the date of CDFW's signature, which shall be: 1) after Permittee's signature; 2) after CDFW complies with all applicable requirements under the California Environmental Quality Act (CEQA); and 3) after payment of the applicable FGC section 711.4 filing fee listed at http://www.wildlife.ca.gov/habcon/ceqa/ceqa_changes.html.

TERM

This Agreement shall remain in effect for three (3) years from the date it is signed by CDFW, unless it is terminated or extended before then. All Protective Measures in this Agreement shall remain in force throughout its term. Permittee shall remain responsible for implementing any Protective Measures specified herein to protect fish and wildlife resources after this Agreement expires or is terminated, as FGC section 1605(a)(2) requires.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) COMPLIANCE

In approving this Agreement, CDFW is independently required to assess the applicability of CEQA. The features of this Agreement shall be considered as part of the overall Project description.

Permittee's concurrence signature on this Agreement serves as confirmation to CDFW that the activities that shall be conducted under the terms of this Agreement are consistent with the Project described in the CEQA Mitigated Negative Declaration prepared by the County of San Luis Obispo as the Lead Agency and for which a Notice of Determination was filed on May 8, 2012 (State Clearinghouse No. 2012051034). A copy of this document was provided to CDFW with the Notification.

CDFW, as a CEQA Responsible Agency, shall submit a Notice of Determination to the State Clearinghouse upon signing this Agreement.

EXHIBITS

The document listed below is included as an exhibit to this Agreement and is incorporated herein by reference.

A. Figure 1. Project Location USGS Quad Map

AUTHORITY

If the person signing this Agreement (signatory) is doing so as a representative of Permittee, the signatory hereby acknowledges that he or she is doing so on Permittee's behalf and represents and warrants that he or she has the authority to legally bind Permittee to the Protective Measures herein.

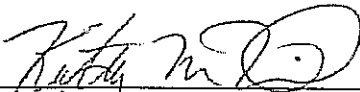
AUTHORIZATION

This Agreement authorizes only the Project described herein. If Permittee begins or completes a Project different from the Project this Agreement authorizes, Permittee may be subject to civil or criminal prosecution for failing to notify CDFW in accordance with FGC section 1602.

CONCURRENCE

The undersigned accepts and agrees to comply with all the terms of this Agreement.

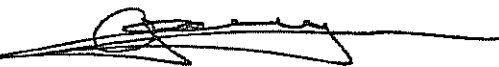
FOR COUNTY OF SAN LUIS OBISPO



Kathy MacNeill

9/30/14
Date

FOR CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE



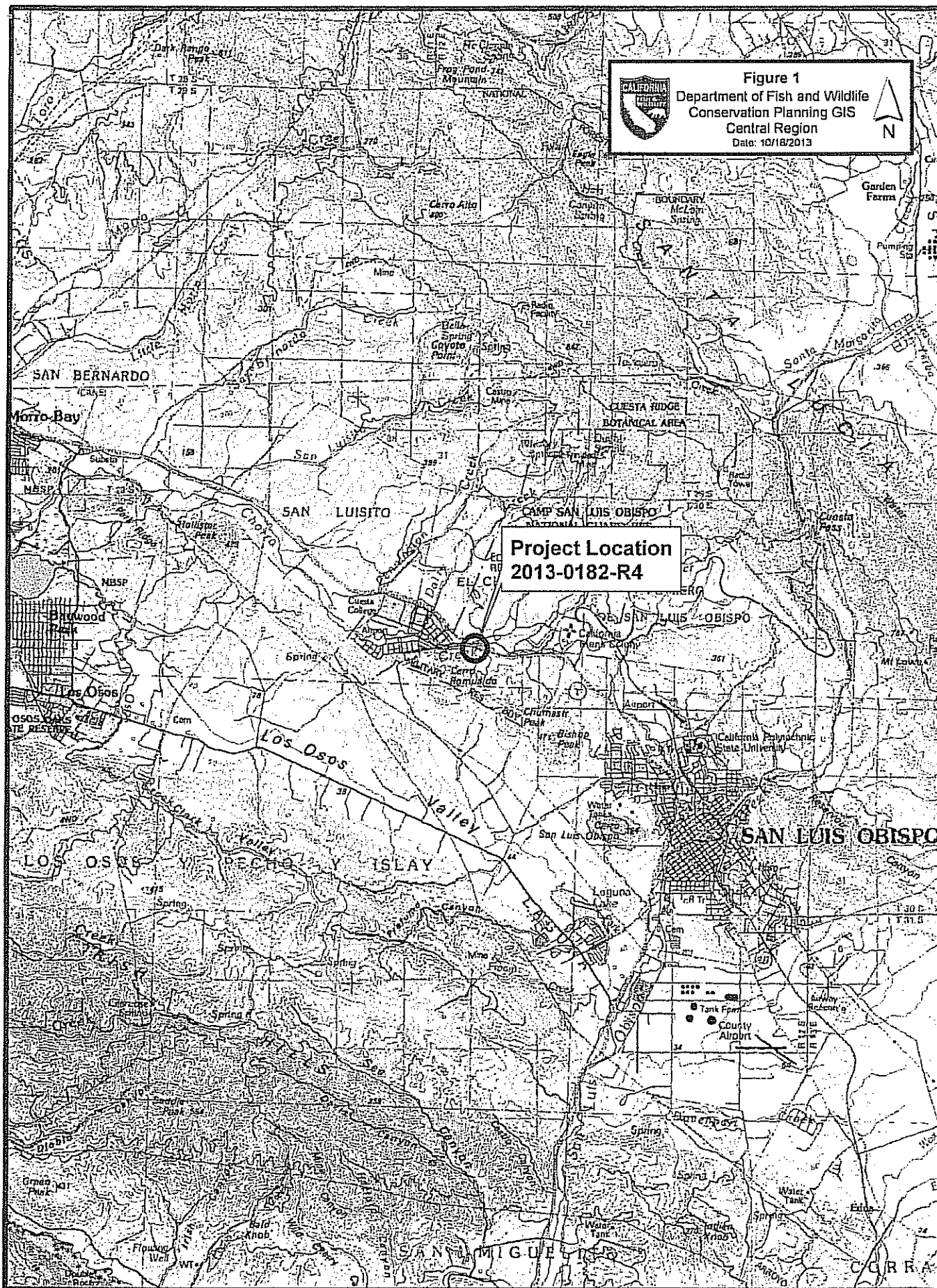
Jeffrey R. Single, Ph.D.
Regional Manager—Central Region


10/7/14
Date

Prepared by: Robb Tibstra
Environmental Scientist

Figure 1

Exhibit A



 **Figure 1**
Department of Fish and Wildlife
Conservation Planning GIS
Central Region
Date: 10/18/2013

Project Location
2013-0182-R4

NOTICE OF DETERMINATION

TO: Office of Planning and Research
Post Office Box 3044
Sacramento, California 95814

FROM: California Department of Fish and Wildlife
Central Region
1234 East Shaw Avenue
Fresno, California 93710

SUBJECT: Filing of Notice of Determination in compliance with Section 21108 or 21152 of the Public Resources Code.

PROJECT TITLE: Youth Offender Rehabilitation Center Expansion; Streambed Alteration Agreement 1600-2013-0182-R4.

STATE CLEARINGHOUSE NUMBER: 2012051034

LEAD AGENCY: County of San Luis Obispo Department of General Services
CONTACT: Kathy MacNeill (805) 781-5200

RESPONSIBLE AGENCY: California Department of Fish and Wildlife
CONTACT: Robb Tibstra, Environmental Scientist, (805) 594-6116

PROJECT LOCATION: The Project is located at 1065 Kansas Avenue, San Luis Obispo, California 93405. Coordinates for the Project site are Latitude 35° 19' 16.73" N, Longitude 120° 43' 09.03" W.

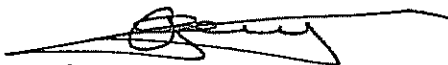
PROJECT DESCRIPTION: The California Department of Fish and Wildlife (CDFW) is executing a Streambed Alteration Agreement pursuant to Section 1602 of the Fish and Game Code to the Project applicant, County of San Luis Obispo. The Project is a component of the overall effort to expand the Juvenile Services Center and consists of improving an emergency access lane that borders the riparian area of an unnamed tributary to Chorro Creek along a 715-foot route, and creating a bio-retention basin to manage storm water.

This is to advise that the California Department of Fish and Wildlife as a Responsible Agency approved the Project described above on 10/7/14, and has made the following determinations regarding the above described Project.

1. The Project will not have a significant effect on the environment. (This Responsible Agency determination is limited to effects within CDFW's permitting jurisdiction under Fish and Game Code Section 1600 et seq.).
2. A Mitigated Negative Declaration (MND) was prepared for this Project pursuant to the provisions of CEQA.
3. Additional mitigation measures were made a condition of CDFW's approval of the Project.
4. A mitigation reporting or monitoring plan was adopted by CDFW for this Project.
5. A Statement of Overriding Considerations was not adopted by CDFW for this Project.
6. Compliance with the environmental filing fee requirement at Fish and Game Code § 711.4: Permittee previously paid the environmental filing fee for the Project. (Fish & Game Code, § 711.4, subd. (g)).

This is to certify that a copy of the MND prepared for this Project is available to the general public and may be reviewed at: County of San Luis Obispo at 1087 Santa Rosa Street, San Luis Obispo, California 93408. Please contact the person specified above.

Date: 10/7/14



for Jeffrey R. Single, Ph.D.
Regional Manager, Central Region
California Department of Fish and Wildlife

Date received for filing at OPR: _____

ACCEPTED AND AGREED this _____ day of _____, 2014.

AGENCY:

BY: _____
Jeffrey R. Single, Ph.D.
California Department of Fish and Wildlife
Region 4

TITLE: _____
Regional Manager – Central Region

CORPORATE CERTIFICATE

I, _____, certify that I am the Secretary of the Corporation named as Consultant in the foregoing Agreement; that who signed said Contract on behalf of the Consultant, was then _____ of said Corporation; that said Contract was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

Secretary

(Corporate Seal)

COUNTY OF SAN LUIS OBISPO

APPROVED AS TO FORM AND LEGAL EFFECT:

RITA L. NEAL
County Counsel

BY: _____
Deputy County Counsel

DATE: _____

RECOMMENDED BY:

MACHELLE VIEUX
Interim General Services Director

OWNER:

COUNTY OF SAN LUIS OBISPO

By: _____
Chairperson of the Board of Supervisors

Approved by Board action on

_____, 2014

ATTEST:

Clerk of the Board of Supervisors

By: _____
Deputy Clerk